

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PARK AVENUE CONSULTING GROUP, INC.,

Plaintiff,

**AMENDED ANSWER
WITH COUNTERCLAIM**

v.

NEWGOLD INC. AND FIRSTGOLD CORP.,

Civ. No. 08 Civ. 1850 (CM) (GWG)

Defendants.

Defendants Newgold Inc. and Firstgold Corp. (collectively, "Defendants"), as and for their Amended Answer to the Complaint herein, state as follows:

1. Deny the allegations contained in paragraphs 1, 3, 9, 12, 17, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 31, 32, 33, 34, 36, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 52, 53, 54, 55, 56, 58, 59 and 60.

2. Lack knowledge or information sufficient to form a belief as to the allegations contained in paragraphs 2, 6, 7, 8, 15 and 16.

3. With respect to paragraph 4, admit that counsel for Defendants served a Demand for Complaint upon counsel for Plaintiff by first class mail on or about March 7, 2008, and lack knowledge or information sufficient to form a belief as to the remaining allegations contained therein.

4. With respect to paragraph 5, admit that Firstgold Corp. has an office at 3108 Ponte Morino Drive, Suite 210, Cameron Park, CA 95642, and lack knowledge or information sufficient to form a belief as to the remaining allegations contained therein.

5. With respect to paragraph 10, admit that this matter was removed to federal court on diversity grounds, and deny the remaining allegations contained therein.

6. With respect to paragraphs 11 and 14, because the allegations state legal conclusions, no response is required. To the extent a response is required, Defendants deny the allegations contained therein.

7. With respect to paragraphs 13, 18, 26 and 35, aver that the documents speak for themselves, and deny the remaining allegations contained therein.

8. Deny each and every other allegation not specifically heretofore either admitted or denied.

AS AND FOR A FIRST DEFENSE

9. The complaint fails to state a claim upon which relief can be granted.

AS AND FOR A SECOND DEFENSE

10. Plaintiff is guilty of such laches as bars maintenance of this action against Defendants.

AS AND FOR A THIRD DEFENSE

11. Plaintiff's damages, if any, were caused by their own failure to take reasonable actions to avoid and/or mitigate its alleged damages.

AS AND FOR A FOURTH DEFENSE

12. This action is barred by the applicable statute of limitations.

AS AND FOR A FIFTH DEFENSE

13. Documentary evidence establishes a complete defense to Plaintiff's claims.

AS AND FOR A SIXTH DEFENSE

14. Plaintiff seeks the aid of equity with unclean hands.

AS AND FOR A SEVENTH DEFENSE

15. The court does not have personal jurisdiction over Defendants.

AS AND FOR A COUNTERCLAIM AGAINST PLAINTIFF

16. Defendant Newgold, Inc. ("Newgold") is a corporation organized under the laws of the State of Delaware that amended its Certificate of Incorporation to change its name from "Newgold, Inc." to "Firstgold, Corp." in or about December 2006.

17. Defendant Firstgold Corp. ("Firstgold"), is a corporation organized under the laws of the State of Delaware, formerly known as "Newgold, Inc.", with a principal place of business located at 3108 Ponte Morino Drive, Suite 210, Cameron Park, CA 95642.

18. Upon information and belief, Plaintiff Park Avenue Consulting Group, Inc. ("Park Avenue") is a corporation organized under the laws of the State of New York.

19. On or about September 1, 2000, Newgold executed a Retainer Agreement ("Agreement") with Park Avenue, a copy of which is attached to Plaintiff's Complaint in this matter.

20. On or about February 8, 2001, an Addendum to the Agreement ("Addendum") was executed by Newgold and Park Avenue, a copy of which is attached to Plaintiff's Complaint in this matter.

21. Pursuant to paragraph 3 of the Agreement, Park Avenue agreed to perform services for Newgold as described in paragraph 3 of the Agreement.

22. Upon information and belief, Park Avenue failed to perform services for Newgold as described in paragraph 3 of the Agreement.

23. By failing to perform services for Newgold as described in paragraph 3 of the Agreement, Park Avenue breached the express terms of the Agreement and Addendum.

24. As a result of Park Avenue's breach of the Agreement and Addendum, Newgold has suffered damages in an amount at least equal to the damages claimed by Park Avenue against Defendants in the Complaint.

WHEREFORE, Defendants respectfully requests an Order:

- a. Dismissing Plaintiff's complaint against Defendants, with prejudice;
- b. Granting Defendants the costs and disbursements of this action;
- c. Granting Defendants judgment against Plaintiff on the Counterclaim; and
- d. Granting Defendants such other and further relief as this Court deems just and proper.

Dated: Tonawanda, New York
May 5, 2008

BLAIR & ROACH, LLP

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CERTIFICATE OF SERVICE

I hereby certify that on May 5, 2008, I electronically filed the foregoing with the Clerk of the District Court using the CM/ECF system, which sent notification of such filing to the following:

And, I hereby certify that I have mailed by the United States Postal Service the document to the following non-CM/ECF participants:

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